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#### Mira, Inc. 3800 Park Avenue, St. Louis, MO 63110-2514 1 866 341-9588 or 1 314 776-6666

Contract Number <u>GS35F0208S</u>

### FSC GROUP 70 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES

Special Item No. 132-32 TERM SOFTWARE LICENSES
FSC Class 7030 – INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers
Application Software
Microcomputers
Application Software
Special Item No. 132-34 Maintenance of Software

Special Item No. 132-54 Maintenance of Software
Special Item No. 132-51 Information Technology Professional Services
FPDS Code D311 IT Data Conversion Services

Pricelist current through Modification <u>-0-,</u> dated <u>August 31,2005</u>

#### **GENERAL SERVICES ADMINISTRATION**

Federal Supply Service

**Authorized Federal Supply Schedule Price List** 

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*<sup>TM</sup>, a menu-driven database system. The INTERNET address for GSA *Advantage!*<sup>TM</sup> is: <a href="http://www.GSAAdvantage.gov">http://www.GSAAdvantage.gov</a>.

### **TABLE OF CONTENTS**

Page Number

Company and Contract Information01/21
Terms and conditions Applicable to Term Software Licenses (Special Item Number 132-33) and Maintenance (Special Item Number 132-34) of General Purpose Commercial Information Technology Software
Terms and Conditions Applicable to Information Technology (IT) Professional Services, Special Item Number 132-51, FPDS Code D311 Data Conversion Services09-11
Schedule Price Lists Special item Number 132-32, Term Software Licenses, Special Item Number 132-34, Maintenance Software Special item Number 132-51, FPDS Code D311, Data Conversion Services12-20
abor Categories, Descriptions and Price20
Service and Distribution Point21

# TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

#### 1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

#### 2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract

#### **Services Warranty**

The Services to be provided by COMPANY under this Agreement shall be performed using reasonable commercial efforts, shall conform to the standards generally observed in the industry for similar services.

#### **Performance Warranties**

Subject to the terms and conditions of this Agreement, COMPANY represents and warrants that except as otherwise agreed in writing by the parties, the licensed miraSMART<sup>TM</sup> modules shall be accessible to Internet Users twenty four (24) hours per day, seven (7) days per week, with the exception of scheduled maintenance periods. If the server becomes unavailable to Users, other than for scheduled maintenance, COMPANY shall have qualified personnel respond within four (4) hours of notification of such unavailability and shall, to the extent reasonably practical, remedy such unavailability at such time.

#### **Warranty Disclaimer**

(1) EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LICENSORS AND SUPPLIERS OF COMPANY MAKE NO DIRECT WARRANTY OF ANY KIND TO THE CUSTOMER UNDER THIS AGREEMENT.

(2) COMPANY DOES NOT REPRESENT OR WARRANT THAT: (i) THE SERVICES OR MIRASMART™ APPLICATION SERVICE WILL MEET THE CUSTOMER'S BUSINESS REQUIREMENTS; (ii) THE SERVICES OR MIRASMART™ APPLICATION SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE RESULTS OBTAINED FROM ITS USE WILL BE ACCURATE OR RELIABLE; OR (iii) ALL DEFICIENCIES IN THE SERVICES OR MIRASMART™ APPLICATION SERVICE CAN BE FOUND OR CORRECTED. FURTHER, THE MIRASMART™ APPLICATION SERVICE MAY BE INTERRUPTED OR UNAVAILABLE FOR THE PURPOSES OF PERFORMING MAINTENANCE OR UPGRADES. COMPANY WILL NOT BE RESPONSIBLE FOR: (a) SERVICE IMPAIRMENTS CAUSED BY ACTS WITHIN THE CONTROL OF THE CUSTOMER OR ANY USER; (b) INTEROPERABILITY OF SPECIFIC CUSTOMER APPLICATIONS OR EQUIPMENT; (c) INABILITY OF THE CUSTOMER TO ACCESS OR INTERACT WITH ANY OTHER SERVICE PROVIDER THROUGH THE INTERNET. OTHER NETWORKS OR USERS THAT COMPRISE THE INTERNET OR THE INFORMATIONAL OR COMPUTING RESOURCES AVAILABLE THROUGH THE INTERNET; (d) INTERACTION WITH OTHER SERVICE PROVIDERS, NETWORKS, USERS OR INFORMATIONAL OR COMPUTING RESOURCES THROUGH THE INTERNET; (e) SERVICE PROVIDED BY OTHER SERVICE PROVIDERS; OR (f) PERFORMANCE IMPAIRMENTS CAUSED ELSEWHERE ON THE INTERNET.

#### **Limit of Liability**

- (1) FOR ANY BREACH OR DEFAULT BY COMPANY OF ANY OF THE PROVISIONS OF THIS AGREEMENT, OR WITH RESPECT TO ANY CLAIM ARISING HEREFROM OR RELATED HERETO, COMPANY'S ENTIRE LIABILITY, SHALL IN NO EVENT EXCEED ANY OF THE FOLLOWING: (i) THE FEES PAID TO COMPANY BY THE CUSTOMER PURSUANT TO THIS AGREEMENT IN THE CALENDAR YEAR IN RESPECT OF WHICH THE CAUSE OF ACTION FIRST AROSE EVEN IF THE CAUSE OF ACTION IS A CONTINUING ONE, OR (ii) IN THE AGGREGATE WITH RESPECT TO ALL CLAIMS MADE UNDER OR RELATED TO THIS AGREEMENT, THE AMOUNT PAID BY THE CUSTOMER UNDER THIS AGREEMENT.
- (2) IN NO EVENT WILL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE, LOST BUSINESS REVENUE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF COVER, DAMAGES FOR DELAY, PUNITIVE OR EXEMPLARY DAMAGES, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PERSON, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.
- (3) COMPANY SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, LOSS OR DESTRUCTION OF ANY DATA, EQUIPMENT OR THE SERVICES, INCLUDING WITHOUT LIMITATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. OR ANY OTHER METHOD.
- (4) COMPANY SHALL BE LIABLE TO THE CUSTOMER AS EXPRESSLY PROVIDED IN THIS AGREEMENT BUT SHALL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE TO THE CUSTOMER. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION BY THE CUSTOMER, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

#### 3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 314 333-5160 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available twenty four (24) hours each day.

#### 4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Email support for submitting authors for questions/problems dealing with basic computer/browser operations. Author/abstract change requests and general conference questions will be forwarded to (Client). Support for problems related to Mira's servers or software will be resolved at no charge.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

#### 5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- **a.** The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- **b.** Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- **c.** Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- **d.** Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- **e.** Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

#### 6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (I0) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- **b.** Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- **c.** The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- **d.** The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to \_\_\_\_50\_% of all term license payments during the period that the software was under a term license within the ordering activity.

#### 7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of <u>60</u> months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- **b.** The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

#### 8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

- **a.** Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- **b.** When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in

connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

#### 10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation, which are offered.

#### 11. RIGHT-TO-COPY PRICING

#### Restrictions

The Customer agrees that it will not, and will not allow its directors, officers, or employees or agents to:

(a) reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from the **mira SMART**<sup>TM</sup> **Online Software** or any component thereof;

- (b) copy, reproduce, modify, sell, lease, sublicense, market or commercially exploit in any way the mira SMART™ Application Service, mira SMART™ Online Software or any component thereof other than as expressly agreed to in this Agreement;
- (c) use, or permit the use of, the **mira SMART**<sup>TM</sup> **Application Service** or any component thereof to perform information processing or any other function whatsoever for any other person, entity or business including, without limitation, providing information processing for a third party in any service bureau, time sharing, lease, distribution, resale, rental, application service provider agreement or any other arrangement;
- (d) disclose or grant access, without COMPANY's express consent in writing, to the **mira SMART**<sup>TM</sup> **Application Service** or any component thereof to any third party other than those Users who shall require access for the purposes of submitting, reviewing, scheduling, formatting, or otherwise processing data for publication.

# TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES, SPECIAL ITEM NUMBER 132-51, FPDS Code D311 DATA CONVERSION SERVICES

#### 1. SCOPE

- **a.** The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- **b.** The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

#### 2. PERFORMANCE INCENTIVES

- **a.** Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- **b.** The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- **c.** Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

#### 3. ORDER

- **a.** Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- **b.** All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

#### 4. PERFORMANCE OF SERVICES

- **a.** The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- **b.** The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- **c.** The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

**d.** Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

#### 5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- **(b)** If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### 6. INSPECTION OF SERVICES

The Inspection of Services—Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection—Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

#### 7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

#### 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

#### 9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

#### 10. ORGANIZATIONAL CONFLICTS OF INTEREST

#### Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

**b.** To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

#### 11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

#### 12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

#### 13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

### Schedule Price List

#### Special Item Number(s) 132-32, Term Software Licenses,

- **1.) miraSMART** software licensing: **miraSMART™ Suite** an integrated set of Web-hosted applications that facilitates the back-and-forth communication between conference organizers, contributing authors, volunteers, and attendees delivering convenience, efficiency, and economy to every phase of the conference planning and publishing process. The software permits conference organizers and publication editors to streamline and administer such activities as:
  - Call For Papers
  - Content Collection and Conversion
  - Peer Review
  - Session Scheduling
  - Composition, Typesetting, and Formatting of Publication Content
  - Comprehensive Event Planning and Communications
  - Personalized Attendee Itinerary Planning/Updating

#### \$30,000.00 Term

- **1a.) submitSMART** licensing: Licensing, custom configuration, testing, and launch of submitSMART™ File Collection/Conversion Module. Manages activities related to file collection, file conversion, and metadata collection. Allows submitters online access to submissions 24/7 during the submission period. Allows authors to preview their submissions after conversion, ensuring submissions are properly converted. Conference organizers are permitted access to the website at any time to monitor status of submissions, run reports, and communicate with other site users and conference organizers. **\$2375.00 TermI**
- **1b.)** reviewSMART licensing: Licensing, custom configuration, testing, and launch of reviewSMART™ Peer Review Module which manages activities related to the review process. Allows designation of specific roles and permission (such as conference coordinator, chair, reviewer, etc.) Users will see only data pertinent to their assigned tasks. Also allows for:
- customized scoring criterion and statistical analysis.
- capture of reviewer comments via online form
- user customized email templates for communication to submitters and/or authors (Includes up to four hours of custom development labor to code and test Customer-specific rating and statistical requirements.) **\$1350.00 Term**
- **1c.) programSMART** licensing: Licensing, custom configuration, testing, and launch of programSMART™ Session Scheduling and Program Generation Module. Allows conference organizer or other designated users to define meeting sessions, including such variables as date, time, room, number of presentations, type of session, etc.. Permits designated users to retrieve accepted submissions and schedule submissions into ordered slots within the previously defined sessions. **\$1900.00 Term**

Special Item Number(s) 132-32, Term Software Licenses,

1d.) attendSMART licensing: Licensing, custom configuration, testing, and launch of attendSMART™ Pre-conference Program Module w/ searchable abstracts and personalized attendee itinerary planner. Provides meeting attendees with an online version of the program schedule. Allows users to view and print a personalized agenda for how they will spend their time at the meeting. Users may retrieve presentation descriptions or abstracts of interest by searching on Title, Author Name, Track, Keyword, etc., and highlight the specific events they wish to attend. Personal itineraries are stored in a SQL database connected to the website. Users may edit or update their itineraries at any time, and may elect to print hardcopies, or download to PDA or laptop for convenient on-site access. \$1900.00 Term

**1e.) MiraLog** Licensing: MiraLog – Maintains a log of all SubmitHelper activity, including file names, dates, times, and errors. **Free** with purchase of miraSMART™ Suite, Item 1.)

#### **Special Item Number 132-34 Maintenance of Software**

(See TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES, Item 4.), above.)

#### **Commercial Pricing Matrix – Hosting and Server Maintenance of Software**

#### **Transactions Per Month**

Gigabytes	1-5000	5001-10000	10001-20000	20001-40000	40001-80000	80001-160000	160001-320000	320001+
1-25GB	105.36	107.06	108.76	110.46	112.15	113.86	115.56	117.26
26-50GB	99.40	101.11	102.81	104.51	106.20	107.90	109.61	111.31
51-100GB	93.45	95.15	96.86	98.56	100.25	101.95	103.65	105.36
101-200GB	87.50	89.20	90.90	92.61	94.30	96.00	97.70	99.40
201-400GB	81.55	83.25	84.95	86.65	88.35	90.05	91.75	93.45
401-800GB	75.60	77.30	79.00	80.70	82.39	84.10	85.80	87.50
801-1600GE	3 69.64	71.35	73.05	74.75	76.44	78.14	79.85	81.55
1601+GB	63.69	65.39	67.10	68.80	70.49	72.19	73.89	75.60

Instructions for use of Commercial Pricing Matrix:

- 1) Monthly price is determined by estimating the number of gigabytes to be uploaded on a monthly basis and the estimated number of transactions used per month. The "per gigabyte" charge is in the cell corresponding to these estimates.
- 2) In the event the number of Gigabytes exceeds the level contracted for any month, the overage will be charged at the committed level per additional Gigabyte.
- 3) In the event the number of Transactions Per Month exceeds the level contracted for any month, the overage will be charged at a rate of \$.24/transaction.
- 4) Customer may at any time during the contract increase the level of either or both Gigabytes or Transactions Per Month, providing the increased level remains in effect for the remaining life of the contract. This allows customers the ability to take advantage of lower prices as their activity increases. However, Customer's activity must remain in the increased range level.
- 5) The minimum monthly fee is \$150.00 (One Hundred and Fifty Dollars).
- 6) The minimum contract term is one year.

Pilot Programs of lower dollars and shorter time periods will be considered on a case-by-case basis

#### Special Item Number 132-51, FPDS Code D311 Data Conversion Services

#### 001 - Document Preparation:

**001A** - Level 1 – Normal Preparation, document check-in to our tracking system, removal of one paperclip or staple per document, checking for intermixed single and double sided pages, portrait and landscape pages. **\$0.04 per page** 

**001B** - Level 2 – Includes all of the Level 1 items plus, removal of soft and hard bindings, checking for and removing more than one staple, paperclip or other fastener, unfolding, marking of pages delivered but to be omitted from the scanning process.**\$0.09 per page** 

#### 002 - Document Reconstruction:

**002A** - Level 1 – Return documents to original condition and sequence with the beginning of each document clearly flagged. **\$0.02 per page** 

**002B** - Level 2 – Includes all of the Level 1 items plus, replacing of fasteners to original condition. Replacement of GBC type bindings. **\$0.11 per page** 

**003 - Scanning:** TIFF Group IV Binary (Black and white only) Pages per Document (average) 1-3 4-10 11-25 26-100 101+ Scanning resolution (DPI = Dots Per Inch) 200 \$0.16 \$0.14 \$0.12 \$0.11 \$0.10 300 \$0.20 \$0.18 \$0.14 \$0.13 \$0.12

400 \$0.24 \$0.22 \$0.20 \$0.17 \$0.16

(All prices are per 8.5 x 11 inch, or smaller, page. 8.5x14 inch pages will be charged 125% of the prices indicated in the table above. 11x17 inch pages will be charged 200% of the prices indicated in the table above)

**003A -** Grayscale Scanning: Pricing for Grayscale scanning shall be the same as the pricing above plus an additional **\$0.34 per page.** 

**003B** - Color Scanning: Pricing for Color scanning shall be the same as the pricing above plus an additional **\$1.44 per page.** 

**003C** - Micrographic Scanning: Pricing for Micrographic scanning shall be the same as the pricing above plus an additional **\$0.13 per page**.

#### 004 - Conversion to PDF/Word Processing format:

Includes sequential file naming. (PDF files include web optimization)

004A - PDF image only \$0.04 per page

004B - Word Processing or PDF Image plus Hidden Text and PDF Normal \$0.09 per page

#### Special Item Number 132-51, FPDS Code D311 Data Conversion Services

#### 005 - Custom File Naming:

- 005A Custom File Naming (up to eight character file names) \$0.01 per page
- 005B Custom file Naming (Long file names) \$0.02 per page

#### 006 - Document Indexing:

```
006A - 1 to 3 index fields (<30 charac. total)</li>
$0.77 per document
006B - 1 to 3 index fields (<60 charac. total)</li>
$1.26 per document
006C - 1 to 3 index fields (>60 charac. total)
$1.67 per document
006D - 4 to 6 index fields (<30 charac. total)</li>
$1.14 per document
006E - 4 to 6 index fields (<60 charac. total)</li>
$2.06 per document
006F - 4 to 6 index fields (>60 charac. total)
$2.54 per document
```

#### 007 - Editing of PDF Image plus Hidden Text - Overall Accuracy of 98%

- **007A** High Quality Documents defined as having >99% clean, well-formed (not touching or fragmented) characters. **\$1.77 per page**
- **007B** Medium Quality Documents defined as having 90%+ clean, well-formed (not touching or fragmented) characters.**\$3.77 per page**
- **007C** Poor Quality Documents defined as having <90% clean, well-formed (not touching or fragmented) characters. **\$6.77 per page**

#### 008 - Editing of PDF Image plus Hidden Text Overall accuracy of 99%

- **008A** High Quality Documents defined as having >99% clean, well-formed (not touching or fragmented) characters. **\$3.27 per page**
- **008B** Medium Quality Documents defined as having 90%+ clean, well-formed (not touching or fragmented) characters. **\$5.27 per page**
- **008C** Poor Quality Documents defined as having <90% clean, well-formed (not touching or fragmented) characters. **\$8.77 per page**

#### Special Item Number 132-51, FPDS Code D311 Data Conversion Services

- 009 Editing of PDF Image plus Hidden Text Overall accuracy of 99.5%
- **009A** High Quality Documents defined as having >99% clean, well-formed (not touching or fragmented) characters. **\$3.87 per page**
- **009B** Medium Quality Documents defined as having 90%+ clean, well-formed (not touching or fragmented) characters. **\$5.87 per page**
- **009C** Poor Quality Documents defined as having <90% clean, well-formed (not touching or fragmented) characters. **\$9.37 per page**
- 010 Editing of PDF Image plus Hidden Text Overall accuracy of 99.95%
- **010A** High Quality Documents defined as having >99% clean, well-formed (not touching or fragmented) characters. **\$6.47 per page**
- **010B** Medium Quality Documents defined as having 90%+ clean, well-formed (not touching or fragmented) characters. **\$8.47 per page**
- **010C** Poor Quality Documents defined as having <90% clean, well-formed (not touching or fragmented) characters. **\$11.97 per page**
- 011 Editing of MS Word or PDF Normal (includes formatting correction)
  Overall accuracy of 98%
- **011A** High Quality Documents defined as having >99% clean, well-formed (not touching or fragmented) characters.**\$3.77 per page**
- **011B** Medium Quality Documents defined as having 90%+ clean, well-formed (not touching or fragmented) characters. **\$5.77 per page**
- **011C** Poor Quality Documents defined as having <90% clean, well-formed (not touching or fragmented) characters. **\$8.77 per page**

#### Special Item Number 132-51, FPDS Code D311 Data Conversion Services

#### 012 - Editing of MS Word or PDF Normal (includes format correction) Overall accuracy of 99%

**012A** - High Quality Documents - defined as having >99% clean, well-formed (not touching or fragmented) characters. **\$5.27 per page** 

**012B** - Medium Quality Documents - defined as having 90%+ clean, well-formed (not touching or fragmented) characters. **\$7.27 per page** 

**012C** - Poor Quality Documents - defined as having <90% clean, well-formed (not touching or fragmented) characters. **\$10.77 per page** 

### 013 - Editing of MS Word or PDF Normal (includes format correction) Overall accuracy of 99.5%

**013A** - High Quality Documents - defined as having >99% clean, well-formed (not touching or fragmented) characters. **\$5.87 per page** 

**013B** - Medium Quality Documents - defined as having 90%+ clean, well-formed (not touching or fragmented) characters. **\$7.87 per page** 

**013C** - Poor Quality Documents - defined as having <90% clean, well-formed (not touching or fragmented) characters. **\$11.37 per page** 

#### 014 - Editing of MS Word or PDF Normal (includes format correction) Overall accuracy of 99.95%

**014A** - High Quality Documents - defined as having >99% clean, well-formed (not touching or fragmented) characters. **\$8.47 per page** 

**014B** - Medium Quality Documents - defined as having 90%+ clean, well-formed (not touching or fragmented) characters. **\$10.47 per page** 

**014C** - Poor Quality Documents - defined as having <90% clean, well-formed (not touching or fragmented) characters. **\$13.97 per page** 

### 015 - All editing line items are for pages containing less than 3000 characters per page.

**015A** - For pages containing an average of more than 3000 but less than 4000 characters per page, **multiply the per page price by 1.3.** 

**015B** - For pages containing an average of more than 4000 but less than 5000 characters per page, **multiply the per page price by 1.6.** 

**015C** - For pages containing an average of more than 5000 but less than 6000 characters per page, **multiply the per page price by 1.9.** 

**015D** – Pagination: For documents requiring that the pagination be maintained, as it exists on the hardcopy, **multiply the per page price by 1.25.** 

#### Special Item Number 132-51, FPDS Code D311 Data Conversion Services

**016 - Hyperlinking (for PDF Normal)** includes creating and testing links and Bookmarks from the Table of Contents, List of Figures and List of Tables. Links may be designated as visible or invisible.

```
<10 links per document = $12.00 per document
>11 and <25 links per document = $19.00 per document
>26 and <50 links per document = $35.00 per document
>51 and <100 links per document = $67.00 per document
>101 and <200 links per document = $130.00 per document
>201 and <300 links per document = $192.00 per document
```

**017 - Hyperlinking (for PDF Image Only and PDF Image over Hidden Text)** includes creating and testing links from the Table of Contents, List of Figures and List of Tables. Links may be designated as visible or invisible.

```
<10 links per document = $18.00 per document

>11 and <25 links per document = $28.50 per document

>26 and <50 links per document = $52.50 per document

>51 and <100 links per document = $100.50 per document

>101 and <200 links per document = $195.00 per document

>201 and <300 links per document = $288.00 per document
```

**018 - PDF File Organization and Navigation** (for output to CD-ROM only) – Design and create and a PDF file (Splash Screen) which organizes the document collection in a logical fashion. Create Hyperlinks between the document titles (names) on the Splash Screen and the actual PDF file. Splash Screen will contain information about the documents in the collection and a logo (supplied by the agency in electronic format). Splash Screen containing:

```
018A - 1 to 25 links = $175.00

018B - 26 to 50 links = $250.00

018C - 51 to 100 links = $400.00

018D - 101 to 200 links = $700.00

018E - 210 to 300 links = $1,000.00

018F - 301 to 500 links = $1,600.00

018G - 501 to1000 links = $3,100.00

018H - 1001 to 2000 links = $6,100.00

018I - Backward Navigation $2.25 per document
```

#### 019 - File Cataloging:

**019A** – PDF File Cataloging (for output to CD-ROM only) – Enables full text searching within a single CD-ROM **\$250.00 per CD-ROM 019B** - Alchemy File Cataloging (for output to CD-ROM only) – Enables full text and/or index

visual searching across any number of CD-ROMs \$250.00 per CD-ROM

020 - CD-ROM Mastering: \$95.00 Each

**021 - CD-ROM Replication:** Prices are per each CD replicated. Price includes CD-ROM Label (with CD title and Logo, if supplied in electronic format) and Jewel Case.

```
021A - 1 to 25 copies = $15.50 each

021A - 26 to 100 copies = $10.50 each

021A - 101 to 500 copies = $8.75 each

021A - 501 to 1500 copies = $4.55 each

021A - 1501 to 5000 copies = $3.85 each

021A - 5001+ copies = $2.94 each
```

#### Special Item Number 132-51, FPDS Code D311 Data Conversion Services

Convert Electronic/Hardcopy Files to Structured Markup, HTML, XML and Section RAA 508 Compliant Electronic Conversion

#### 023 - Conversion Setup Charges

 Required for all projects> 500 pages

 500-1,000 pages
 \$4,000.00

 1,001-5,000 pages
 \$5,000.00

 5,001-10,000 pages
 \$7,000.00

 10,001-20,000 pages
 \$10,000.00

 +20,000 pages
 \$15,000.00

### **024 - Electronic Conversion (\$/pg)** Target Markups **HTML HTML SGML SGML XML XML** Source Formats Simple Complex Level 1 Level 2 Simple Complex

ASCII text Word Processsing formats	4.87	6.16	8.79	13.31	8.59	13.11
RTF	4.87	6.16	8.79	13.31	8.59	13.11
MS-Word	4.87	6.16	8.79	13.31	8.59	13.11
WorPerferct 6.0 and above	4.87	6.16	8.79	13.31	8.59	13.11
WordPerfect 5.x and below	5.44	6.94	10.58	15.51	10.38	15.31
Ami Pro	5.44	6.94	10.58	15.51	10.38	15.31
Other	5.44	6.94	10.58	15.51	10.38	15.31
Desktop Publishing Formats						
Framemaker	4.87	6.16	8.79	13.31	8.59	13.11
Interleaf	4.87	6.16	8.79	13.31	8.59	13.11
Quark	5.44	6.94	10.58	15.51	10.38	3 15.31
PageMaker	5.44	6.94	10.58	15.51	10.3	8 15.31
Typesetting formats						
Xyvision	5.44	6.94	10.58	15.51	10.3	8 15.31
Bookmaster	5.44	6.94	10.58	15.51	10.3	8 15.31
Volumes < 500 pages	15.41	17.98	22.60	25.68	22.3	0 25.48

#### Printing 0.08 per page

Apply Styles 5.75 per page

Tables - complex 12.86 per table page

Post conversion to specific product SGML (Framemaker+SGML, WordPerfect+SGML) **1.50 per page** 

#### All prices are for pages containing less than 3000 characters.

For pages containing an average of more than 3000 but less than 4000 characters, multiply the price by 1.3.

For pages containing an average of more than 4000 but less than 5000 characters, multiply the price by 1.6.

For pages containing an average of more than 5000 but less than 6000 characters multiply the price by 1.9.

#### 025 - Additional Charges

Formula line \$3.68 per line

Intellectual cross-references \$3.68 per reference

Hots spots on graphics \$8.45 per hot spot

026 - Graphics Conversion - to raster

Vector Graphic prices- individual quotes from samples Word/WordPerfect \$5.50
Framemaker/Interleaf \$5.60
Quark/Pagemaker \$5.65

#### Special Item Number 132-51, FPDS Code D311 Data Conversion Services

Professional and Conversion Services Technical Resource \$/hour (Electronic and Hardcopy Conversion)

#### 027 - Document Analysis, Programming and Consultation

#### **Document Review and Analysis - Senior Programmer Analyst 125.00**

Review / Analyze samples of client documents and produce mapping of styles or structures.

#### Development / Support / Programming - Senior Programmer Analyst 125.00

Create/Modify structures in client documents. Review with client data anomalies and suggest changes or workarounds. Create custom programs to automate conversion process.

# SGML/HTML/XML/Section 508 Consultation & Planning - Knowledge Management Architect 200.00 Assist clients with an evaluation of existing document systems, life-cycle and use. Facilitate discussion groups to identify how markup language can be applied to business needs.

### 028 - Project Setup, Filter Development, Macros, Prototyping and Documentation (for page count >= 500 pages)

Project Setup - **Senior Programmer Analyst 125.00** Review samples documents and verify element mappings to electronic source.

#### Filter Development - Programmer Analyst 80.00

Develop electronic filter according to mapping document and technical specification. Work with project manager to identify and resolve data anomalies.

#### Macros - Programmer Analyst 80.00

Develop word-processing macros to facilitate conversion process.

#### Prototype / Testing - Programmer Analyst 80.00

Create system prototype and test using client-supplied data.

#### Documentation - Programmer Analyst 80.00

Produce filter/macro/program documentation and running instructions.

#### 029 - Application Development

#### Style-sheet and Markup Language Development

Develop style-sheets to allow presentation of SGML/XML data in browser or editing application. Includes DTD/document review, prototyping and documentation.

Application Development - Senior Programmer Analyst 125.00

#### 030 - Transformation and Conversion

Develop filter programs to convert SGML/XML markup to proprietary word-processing/desktop publishing formats. Includes DTD/document review. Filter development and testing. Prototype design and documentation. All other conversion services.

Transformation and Conversion - Programmer Analyst 80.00

### **Service and Distribution Point**

Mira, Inc. 3800 Park Ave. St. Louis, MO 63110 314.776.6666 1.866.341.9588 314.776.2470 Fax

http://www.mirasmart.com mail to: sales@mirasmart.com

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